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# Leon County, Florida, School Board and Leon Classroom Teachers Association, Florida Teaching Profession, National Education Association (1993)

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# Leon County, Florida, School Board and Leon Classroom Teachers Association, Florida Teaching Profession, National Education Association (1993)

**Location**

Leon County, FL

**Effective Date**

8-24-1993

**Expiration Date**

8-20-1996

**Number of Workers**

1900

**Employer**

School Board of Leon County, Florida

**Union**

Leon Classroom Teachers Association

**NAICS**

61

**Sector**

Local government

**Item ID**

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**Comments**

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# 830789



# MASTER TEACHER CONTRACT

1993-96

X-8/20/96



1,900 teachers

JUL -2 1996

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**LEON COUNTY SCHOOL BOARD**

**2757 West Pensacola Street  
Tallahassee, Florida 32304**

CONTRACT AGREEMENT

Between the  
LEON COUNTY SCHOOL BOARD  
and the  
LEON CLASSROOM TEACHERS ASSOCIATION  
FTP-NEA

1993-96

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## **PREAMBLE**

This Agreement, effective this 24th day of August, 1993, by and between the School Board of Leon County, Florida, hereinafter called the "Board", and the Leon Classroom Teachers Association, an affiliate of the Florida Teaching Profession and the National Education Association, hereinafter called the "L.C.T.A."

### **WITNESSETH:**

WHEREAS, the Board and the L.C.T.A. recognize and declare that providing a quality education for the students of the School District of Leon County, Florida is their mutual aim, and

WHEREAS, the quality of education depends upon a number of factors one of which includes the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are qualified to assist and advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board and the L.C.T.A., as the exclusive representative of the employees, have negotiated an agreement in good faith with respect to salaries, hours, and terms and conditions of employment and now desire to execute this contract covering such agreement, and

WHEREAS, the parties, following extended and deliberate negotiation, have reached certain understandings which they desire to confirm in this Agreement, and

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

1.1 The Board as the duly elected representative of the people

and of the School District of Leon County, Florida and the L.C.T.A. as the exclusive bargaining representative recognize that this Agreement covers the following employees of the Leon County School System (as certified or amended by the Florida Public Employee Relations Commission):

All part-time and full-time instructional employees of the School Board of Leon County, Florida, employed as professional non-administrative employees in the following job categories:

- ☐ Teacher
- ☐ Speech Therapist
- ☐ Psychologist
- ☐ Counselor
- ☐ Media Specialist/Librarian
- ☐ Occupational Specialist
- ☐ Social Worker

All personnel hired on the teacher salary schedule but excluding all professional administrative, all non-instructional, all managerial and confidential employees of the School Board of Leon County, Florida, employed in the following job categories: General Business and Clerical Group; Executive and General Administrative Group; Food Service Group; Property Management; Purchasing and Stores Group; School Operations Group; Student, Curriculum, Guidance, and Related Service Group.

- 1.2 The term "employee" when used hereinafter in this Agreement, shall refer to all members of the bargaining unit as defined above.
- 1.3 The term "Board", as used in this Agreement, shall mean the School Board of Leon County, Florida, and/or its duly authorized representatives.
- 1.4 The term "L.C.T.A.", as used in this Agreement, shall mean the Leon Classroom Teachers Association and/or its duly authorized representatives.



## ARTICLE II

### NEGOTIATION PROCEDURES

- 2.1 When by mutual consent matters not specifically covered by this Agreement but of concern to the parties are subject to negotiations during the period of this Agreement, the parties agree to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering an attempt to resolve any such matters.
- 2.2 Representatives of the parties will meet monthly during the term of the contract at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. These meetings are not intended to bypass the negotiations of grievance procedures. Should neither party submit an agenda 48 hours prior to the scheduled meeting date, no meeting will be held that month.
- 2.3 In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the employees in the bargaining unit voting on the Agreement. Both the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make concession, and execute agreements. In the event such meeting occurs during the school day, release time shall be provided the L.C.T.A. Negotiation Committee. This release time shall be without loss of pay.
- 2.4 All proposals and counter-proposals, introduced by either party with the intent to amend the Agreement, shall be reduced to writing.
- 2.5 Any cost incurred through mediation or fact finding will

be shared equally by the Board and the L.C.T.A., except as provided otherwise by PERC order.

### **ARTICLE III**

#### **ASSOCIATION AND TEACHER RIGHTS**

- 3.1 Employees covered by this Agreement retain and reserve unto themselves all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and constitution of the State of Florida and applicable rules and regulations of the School Board of Leon County.
- 3.2 The private and personal life of any employee is the concern of only that individual unless it interferes with the effective performance of his/her prescribed duties.
- 3.3 With the approval of the building administrator or his/her designee, employees may leave the school when not engaged in performing assigned duties.
- 3.4 When school is not in session, employees shall make arrangements with the building administrator to have access to the building.
- 3.5 L.C.T.A. officials shall have the right to post notices of activities and matters of concern to employees of Association concern on the bulletin board located in an area mutually agreed upon by the L.C.T.A. and the building administrator.
- 3.6 L.C.T.A. officials shall have the right to distribute to employees information of concern to those employees by way of the employee mailbox in that school. Such distribution shall be in compliance with procedures agreed to by the building administrator and the L.C.T.A.

In the event that the School Board must collect postage for L.C.T.A. use of the district inter-school mail system, the L.C.T.A. will be responsible for the payment of all such postage and cooperatively work out procedures for such

payment.

- 3.7 During the regular workday authorized representatives of the L.C.T.A. may visit employees at school provided the authorized representatives report their presence to the building administrator or his/her designee and they do not interfere with nor disrupt normal school operations. No authorized representative shall use this privilege except to conduct L.C.T.A. business.
- 3.8 The L.C.T.A. shall be permitted use of school buildings, facilities, and equipment for meetings provided details are arranged with the building administrator. A minimum rental charge may be assessed if as a result of the meeting the school incurs expenses for security, custodial, or other services. Such rental charges shall be consistent with charges made to other organizations using school facilities.
- 3.9 With prior notice to the building administrator, the L.C.T.A. building representative will be given an opportunity to make announcements at faculty meetings. Immediately upon adjournment of each faculty meeting, the L.C.T.A. building representative will be given an opportunity to meet with the faculty members.
- 3.10 The L.C.T.A. and employees shall have the right to use any intra-school communications system, the inter-school mail system, mailbox information distribution system, or bulletin boards. These communication systems shall not be used to transmit or display political campaign literature for political elections to public office.
- 3.11 On or before October 15 of each year, the Association shall be notified in writing of the grade level and/or subject area, address, and phone number of each teacher employed in the district, and the type of certificate held by the teachers. Such information about teachers employed subsequent to October 15 shall be given to the Association as soon as practicable.
- 3.12 The employee shall maintain the right and responsibility to determine grades and other evaluations of students within

the grading policies of the district based upon professional judgement of available criteria pertinent to any given subject area or activity for which the employee is responsible.

- 3.13 The L.C.T.A. will be provided notice of any request for information about the members of the unit by any non-school personnel or organization. Individual employees will be provided notices of requests for information specifically about the employee except for verification of employment, employment inquiry and salary or other inquiries by law enforcement agencies.
- 3.14 Employees requested to provide in-service training programs shall be given release time for such presentations and preparation time equal to the presentation period. If release time is not provided, the employees shall be compensated at their hourly rate of pay.
- 3.15 The rights granted herein to the L.C.T.A. shall not be granted or extended to any other organization claiming to or attempting to represent the members of the bargaining unit except as provided by law.
- 3.16 Each full-time employee assigned to a school will have the opportunity to enroll his/her child(ren) in the school where he/she works, subject to the following conditions:
1. The student is eligible for admittance under the Board's Pupil Progression Plan.
  2. Space is available at the student's grade level.
  3. Transportation shall be provided by the student or parent.
  4. The student's parent is assigned to the particular school not less than one-half of the school day.
  5. Upon separation of the employee from employment with the Board, the student's school assignment will be handled in the manner prescribed in School Board

Policy 3.02(2)(c) Change of Residence During School Year.

6. The student shall be subject to the provision of School Board Policy 3.02(6) Co-Curricular Activities.

In those instances when an employee has assigned duties beyond the regular teacher day, provisions must be made by the employee which would enable his/her child(ren) to leave the campus at the close of the regular student's day.

In no instance will the child(ren) interfere with the performance of the employee's assigned duties.

#### **ARTICLE IV**

##### **BOARD RIGHTS**

- 4.1 The Board, on its own behalf and on behalf of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Florida and the United States except as modified by the specific terms and provisions of this Agreement.
- 4.2 Upon ratification of the 1989-92 contract agreement, rules promulgated by the Superintendent or by the School Board concerning driving records of employees who transport students or drive county vehicles will take effect. The impact of these rules on individual employees will not be retroactive.

#### **ARTICLE V**

##### **NO-STRIKE CLAUSE**

- 5.1 The L.C.T.A. agrees it will not participate in nor encourage members of the bargaining unit to strike against the Leon County School Board for the duration of this Agreement.

## ARTICLE VI

### GRIEVANCE PROCEDURE

- 6.1 Any claim by an employee or the L.C.T.A. that there is a dispute, difference, disagreement, or complaint related to contractual terms and conditions of employment including questions of whether or not any disciplinary action taken against or dismissal of an employee was for just cause, or any claim by the L.C.T.A. that there is a dispute, difference, disagreement, or complaint related to contractual provisions conferring rights to the organization shall be resolved through the procedure set forth herein. No grievance shall be adjusted without prior notification to the Association and an opportunity for an Association Representative to be present.
- 6.2 In the event that the L.C.T.A. or an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor.

#### STEP I

If the grievant is not satisfied with the informal resolution, he/she may file a formal grievance on the form provided in Appendix C. The form shall be filed with the grievant's immediate supervisor who shall within ten (10) calendar days after receiving the grievance, communicate his/her answer in writing to the grievant.

The filing at Step I shall take place within thirty (30) calendar days of the occurrence of the grievance or within thirty (30) calendar days of when the employee knew or should have known of the events which gave rise to the grievance.

#### STEP II

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) administrative working days of such filing, the

grievance shall be submitted within ten (10) administrative working days to the Superintendent. Within twenty (20) administrative working days the Superintendent or his/her designee shall investigate the matter, meet with the Association, indicate the disposition of the grievance in writing, and shall furnish a copy thereof to the Association. If the grievance can be resolved to the satisfaction of the grievant represented by the Association, no Level II meetings shall be necessary.

### STEP III

If the Association is not satisfied with the written disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made by the Superintendent within the period above provided, the grievance may be submitted to arbitration by giving written notice to the Board of such intent within ten (10) administrative working days. If the parties cannot agree as to the arbitrator within ten (10) administrative working days from the notification date that arbitration will be pursued, the arbitrator shall be selected in accord with the rules of the American Arbitration Association, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

- 6.3 The Board and the Association shall share equally the fees and expenses of the arbitrator.
- 6.4 The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever

illness or other incapacity of any involved party prevents attendance at a grievance meeting, the time limits shall be extended to such time that the parties can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

- 6.5 Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.
- 6.6 All teachers will be entitled to fair, reasonable and equitable treatment. A teacher who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention.
- 6.7 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- 6.8 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution, provided it is timely filed.
- 6.9 It is understood and agreed that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted.

## **ARTICLE VII**

### **TEACHING CONDITIONS**

- 7.1 The beginning and ending time of the teacher workday may be varied to meet local needs. The normal workday for employees shall be seven (7) consecutive hours plus fifteen (15) minutes and those professional duties as prescribed in Article 7.7. The normal work week shall not exceed five (5) consecutive working days Monday through Friday in a seven (7) day week or a total of thirty-six (36)



hours and fifteen (15) minutes during that work week and those professional duties as prescribed in Article 7.7. This shall in no way prohibit assigning employees to nonconsecutive work hours if agreed to by the employee and the building administrator.

The workday shall include:

1. Planning preparation period.
2. Lunch period.
3. Teaching periods and time for other duties. All duty time shall be considered contact time and shall not be part of the teachers planning/preparation period.

Teacher activity/duty assignments within the workday shall be determined by the site administrator in cooperation with the site based decision making teams or the school improvement teams. Assignments may be revised as needed.

- A. All professional duties shall be assigned to employees in a fair and equitable manner.
- B. No employees shall be required to stay beyond the normal workday without being assigned a specific professional duty. Professional duties may include school and district level assignments such as job related meetings, committees, conferences, PTA and supervisory assignments.
- C. All assignments will be made in writing two weeks in advance of the scheduled duty, except for the first two weeks of school and unforeseen circumstances. Such writing may be in the form of a duty roster or schedule.
- D. These assignments shall not be used to assign employees to professional duties for which compensation is provided by supplement or

extra pay for extra duty.

- E. The building administrator or immediate supervisor shall not make these assignments in a punitive fashion.
- F. When an employee received prior permission to miss an assigned duty, no punitive action shall be taken by the building administrator.
- G. The school board and the L.C.T.A. shall cooperate in providing appropriate in-service to ensure productive use of professional duty assignments.
- H. The building administrator will post a monthly listing of all known or scheduled school, district or other events of professional interest. Such posting shall not constitute assignment of the employee to perform additional duties and shall not preclude the building administrator from scheduling additional duties or activities as the need arises.

7.2 Compensatory time shall be granted when the following provision are met:

- 1. Compensatory time shall be earned only for duties assigned specifically by the building administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
- 2. Compensatory time shall not be earned for activities associated with recognized supplement positions (coaching, cheerleading, etc.), or for faculty meetings, PTO Meetings and school open houses.
- 3. Compensatory time must be assigned in advance using the appropriate Leon County School Board form. A request for the use of previously earned compensatory time must also be approved in

advance using the appropriate Leon County School form.

4. Compensatory time shall only be used with the prior approval of the site administrator on planning days, including pre and post planning non-student days, and at the end of the regular school day after student hours, or at such other times as would not require the payment of a substitute with the exception of early release days.
  5. No monetary reimbursement shall be awarded for compensatory time.
  6. All unused compensatory time will lapse at the end of the annual teacher contract year or upon the resignation of the teacher.
  7. An annual review of the assignment and use of compensatory time will be conducted by Area Leaders.
  8. The nature of teacher assignments beyond the normal work day for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the site based decision making teams or the school improvement teams. Assignments may be revised as needed.
- 7.3 School-level meetings or conferences begun during the school day may not extend more than one hour and 45 minutes beyond the student day. No district level meeting may extend more than two and one-half (2 1/2) hours beyond the student day. A building administrator may require attendance at such meetings up to these limits. Seventy-two (72) hours notice shall be provided for any required meeting which extends the normal workday by more than one-half (1/2) hour, but any required meeting for which the seventy-two (72) hour notice has not been provided may be extended beyond the additional one-half hour by majority vote of the employees in attendance.

7.4 Employees shall have a duty free lunch period which will be equal to the student lunch period in that building. For employees who volunteer, or serve lunch duty pursuant to Article 7.1, duty free time equal to the duty free lunch period shall be granted. Every effort shall be made to provide the equal duty free time immediately before or immediately after the assigned duties. On planning days the lunch period shall be one (1) hour.

7.5 Every effort shall be made to give all employees notice of their assignments for the forthcoming semester as soon as possible.

7.6 Any assignments in addition to the normal work schedule during the school year, including evening school, extra pay for extra duty assignments, and summer school shall not be obligatory but shall be with the consent of the teacher. Teachers assigned to a school which will operate summer school programs will be notified of anticipated teaching positions at that school prior to filling those positions.

However, when there is a vacancy in a supplemented coaching position, the following procedure will be implemented:

1. Qualified volunteers will be sought from within the school.
2. Qualified volunteers will be sought from other schools in the district.

If the positions remain vacant after such action, the building administrator may assign one supplemented coaching activity each year to a P.E. teacher from within the school where the vacancy exists.

7.7 Employees are expected to comply with rules, regulations, and policies adopted by the Board or the Superintendent and to perform all duties assigned by their immediate administrative supervisor. Any rules, regulations or policies adopted, prescribed or formulated by the Board, Superintendent, principal, or immediate supervisor shall be

printed and distributed to the appropriate school or facility in the following manner- a minimum of three (3) per school or facility to be placed in a central location. Employees shall be notified of any changes in these rules and regulations.

- 7.8 Employees who will be absent because of illness shall call not later than one hour and 30 minutes prior to the beginning of the teacher's day to notify the principal or designee of their pending absences. The principal or designee is responsible for securing all substitutes. Substitutes shall be expected to perform all duties normally performed by the teacher who is absent.
- 7.9 Teacher participation in extra-curricular activities after the workday for which compensation is not provided shall be strictly voluntary.
- 7.10 All elementary teachers in the district shall have at least five (5) hours per week during the workday for the purpose of planning which shall include at least 30 consecutive minutes per day. Efforts shall be made to provide employees at the same school with equal planning time. Planning for secondary teachers, is covered in Article VIII, Section 8.02.
- 7.11 Except when assigned to supervise students, elementary teachers may use the time during which their students are in special classes such as art, music, or physical education, as preparation/conference periods.
- 7.12 Observations of an employee's class by persons other than school personnel shall be allowed only after consent has been granted by the principal and the employee has either consented or been informed one day in advance.
- 7.13 The Board shall provide in all appropriate classrooms, safety equipment and materials required by state standards.
- 7.14 Telephone facilities will be available to employees in each school and facility for school and/or personal use. Where

an employee needs to make a telephone call relating to school business during which confidential information will be discussed, the building administrator will make efforts to ensure the privacy of the call.

- 7.15 A private room shall be made available in each school for necessary employee conferences after proper arrangements have been made.
- 7.16 The Board agrees to make available in each school a lounge for employees.
- 7.17 The Board agrees to make private restroom facilities available for the use of the faculty and staff where possible.
- 7.18 Employees will be provided with an area or space in which to work which provides a lockable place for personal items to be stored. Elementary music, P.E., and art teachers will be provided a lockable storage space for instructional materials. The nature of the area may be varied depending on local conditions and facilities; however, the stations or locations will be permanent wherever possible.
- 7.19 Employees will be expected to exercise reasonable control, under the direction of the principal, of textbooks, supplies, or equipment assigned to them.
- 7.20 Employees shall report potentially unsafe facility conditions in the classroom or other school facility to their principal. The principal will investigate and attempt to have corrected conditions which he/she determines to be hazardous or potentially dangerous.
- 7.21 Employees shall not be required to perform tasks which would endanger their health or safety. In an emergency, employees shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, the principal shall be advised of the situation.
- 7.22 Classrooms in which classes are being held shall be free of

unnecessary interruptions by maintenance, custodial, or construction workers. Every effort will be made to keep to a minimum disruptions through inter-communication system or other disturbance.

- 7.23 Regular custodial service shall be provided by the Board to maintain classrooms and other learning areas of each school in a clean condition.
- 7.24 Employees will be given the opportunity to have input into developing their teaching schedules. It is, however, understood the decision on the work schedule is the principal's.
- 7.25 Supervisory duties for employees who serve two or more school shall be pro-rated to the fractional equivalent of employment in each school.
- 7.26 Employees shall not be required to search students, but will report suspicious circumstances to the building administrator.
- 7.27 Employees will be given all keys necessary to perform their teaching duties; however, the employees shall accept the responsibility for possession of such keys in keeping with the procedures as outlined in policy or regulation.
- 7.28 No district-wide inservice shall be held on designated planning days.
- 7.29 Teachers shall have a minimum of two (2) working days at the end of each grading period to submit grades. The final grading period of the year shall be excluded from the above provision.
- 7.30 The site administrator shall make every reasonable effort to make his/her building and grounds as safe as possible and shall be responsible for enforcing all State Statutes and Rules adopted by the School Board. Any teacher whose physical safety is threatened, either verbally or in writing, shall report the occurrence, in writing, to the principal or his/her supervisor within twenty-four (24) hours. The

principal or supervisor shall take whatever action

- 7.31 If both the teacher and the principal agree that there are no inservice activities pertinent to a particular teacher on "early release days" said teacher may elect to hold parent conferences with the prescribe workday. In the event parent conferences are scheduled on an early release day to accommodate the needs of the parent, these conferences will take precedence over inservice activities. The teacher will return to the inservice activity at the end of the parent conference.

## **ARTICLE VIII**

### **CLASS SIZE - CLASS LOAD**

- 8.1 Class size shall not be used as a punitive measure against a teacher and within a given school, the administration will attempt, where possible, to balance the load between teachers teaching identical courses during the same period.
- 8.2 High school and middle school teachers shall have an instructional supervisory load during the student day that does not exceed five (5) hours of pupil-teacher contact time, includes a preparation/conference period, and has no more than three (3) different course preparations. Supervised study periods (study halls) or other supervisory assignments shall be considered a part of the instructional supervisory load except where they constitute the majority of the teacher's assigned duties. Individual teachers may agree in writing to instructional supervisory loads that differ from those above.
- 8.3 Elementary music and P.E. teachers shall not be required to teach more than ten (10) periods per day. Such periods shall not exceed 45 minutes in length. Elementary art teachers shall not be required to teach more than eight (8) instructional periods per day. Such periods shall not exceed 60 minutes in length. Reasonable travel time shall be included in the scheduling of instructional periods which shall not be considered as planning time.



- 8.4 All elementary instructional personnel shall have no more than 25 clock-hours of pupil contact teaching assignments per week, not including individual student conferences that may be scheduled by the teacher on relief periods.
- 8.5 When a teacher believes that class size is a problem in his/her class, the teacher will discuss the situation with the principal. Alternatives will be discussed and implemented. If the teacher or the principal feels that other resource persons are necessary, a meeting will be scheduled within five (5) school days with the teacher, the principal, and a district level administrator. Management will forward its decision to the teacher within five (5) school days of said meeting.

## **ARTICLE IX**

### **CURRICULUM AND INSTRUCTION**

- 9.1 The Board shall provide funding for each school in the district to provide teacher reference material. The determination of material to be purchased shall be made by the principal after consultation with the faculty. The Board agrees to continue to improve and make available to teachers the reference and other materials in the county office media center. A catalog with such materials shall be available in each school.
- 9.2 There shall be a functioning staffed media center in each school to supplement and complement the required curriculum.
- 9.3 The Board agrees to make available in each school typing and duplicating facilities to aid teachers in their preparation of instructional materials.
- 9.4 In schools where duplicating services are provided for duplication of instructional materials, such services shall be provided on a first come first served basis.
- 9.5 Any employee may recommend in writing the evaluation

of a student thought to be eligible for one of the school district's exceptional programs. The request shall be reviewed by the Student Services Committee in the school and the employee who recommended the evaluation shall be notified of the action taken.

- 9.6 Teachers will be provided with supplies, textbooks, and teaching materials to teach the courses assigned. Teachers shall not be required to purchase supplies, textbooks, materials, or equipment from their personal funds.
- 9.7 Audio-visual equipment shall be available in each school for classroom use.

## TEACHER EDUCATION CENTER

- 9.8 Providing that the legislature appropriates the necessary funding, the School Board of Leon County agrees to participate in a Teacher Education Center. The Teacher Education Center Council shall be responsible for all pre-service and inservice as prescribed by law.
- 9.9 Members of the T.E.C. Council shall be granted release time if their responsibilities to the council require them to attend meetings of the council during the workday, but only one such day of release time may occur on a student attendance day during any given school year. Additional days may be approved by the building administrator.
- 9.10 TEC representatives shall be elected by the faculty at their site. The TEC chair at the District level shall rotate among the elementary, middle, high, and other sites. Should there be a lack of interest at any level for their rotation year, the rotation would move to the next level.

## ARTICLE X

### EMPLOYEE AUTHORITY AND PROTECTION

- 10.1 No employee shall be disciplined including reprimand,

suspension, with or without pay, demotion, or discharged without just cause. Where a request for Association representation is made, disciplinary action shall be delayed for up to twenty-four hours to allow employees to attain such representation.

- 10.2 If disciplinary action is to be taken against an employee based on a complaint by a parent, student, or any individual other than a building administrator, the employee shall be given a hearing before the building administrator. Discipline administered by a building administrator shall be subject to the grievance process. If a decision is rendered against the employee, the employee shall have an opportunity to respond in writing to any record that appears in the personnel file.
- 10.3 If in the lawful performance of his/her prescribed duties any employee is: 1) complained against or sued as a result of any action taken by him/her, the Board agrees to exercise its right to defend that employee to the extent permitted by law and time for appearances before a judicial body shall result in no loss of wages or reduction in accumulated leave; 2) disabled, the employee shall be considered eligible for illness-in-the-line-of-duty leave as provided in Section 16.14-16.18.
- 10.4 The risk manager's office on behalf of the Board will repair or reimburse employees the current value of any clothing or other personal property damaged or destroyed in the course of the lawful performance of his/her assigned duties unless such loss is covered by insurance or reimbursement is obtained from other sources. In case of employee negligence, the Board will not be responsible for reimbursement or replacement of any employee's personal property. Claims for reimbursement must be filed with the site administrator within three (3) working days of the time of the incident. (Forms for reimbursement are available from the Risk Management office.)
- 10.5 The Board agrees to give support and assistance to employees with respect to control and discipline in the classroom. The Board agrees to provide a written

statement governing the use of punishment of students to all teachers not later than the first week of each school year. In keeping with those guidelines, an employee may impose customary classroom discipline where necessary. Employees may use such force as is necessary in protection from attack or to prevent injury to another student or employee.

- 10.6 An employee may excuse a student from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the employee shall direct the student to the principal or designated representative for disciplinary action and may request that the student not be returned to that employee's class until the principal or the designated representative confers with that teacher. In such cases the employee may be asked to provide the full particulars on the problem or incident in writing. An administrator or a designated person shall be in the building at all times to handle discipline problems and emergencies.
- 10.7 The individual records maintained by the school administration on student discipline will be available to employees as an aid for determining disciplinary recommendations concerning the students. These records will contain infractions with dates and action taken.
- 10.8 Any case of assault on an employee shall be promptly reported to the principal or his/her designated representative. The Board agrees to provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident with law enforcement and judicial authority.

## ARTICLE XI

### REDUCTION IN PERSONNEL

- 11.1 In the event the School Board determines that the number of positions must be reduced, written notice shall be provided the L.C.T.A. For the purpose of this article, the non-renewal of an annual contract teacher at the end of his/her contract shall not be deemed a reduction in personnel. The following procedures shall be controlling:

#### LAYOFFS

1. The School Board shall determine the program areas, subject areas in secondary schools, positions in elementary schools or other positions in which the reduction shall take place.
2. The order of layoff of members of the bargaining unit shall be as follows:
  - a. Employees having the least amount of service in the Leon County School System.
  - b. Employees not holding certificates in the area in which they are teaching.
  - c. Employees with the lowest level of educational degree.
  - d. Employees with the least amount of service outside the district.

#### RECALL

1. The School Board shall determine the positions in which recall will be made and the number of teachers to be recalled.
2. Teachers shall be recalled in the inverse order of layoff.

- 11.2 No new teacher shall be hired in a laid off teacher's subject area or grade level until all certified layoff teachers from that subject area or grade level have been recalled or have declined or failed to accept recall. No new teachers will be hired in a subject area or grade level before teachers who are laid off from other subject areas or grade levels who may be qualified and who possess the necessary certification have been offered the position and have declined or failed to accept the position.
- 11.3 Within fifteen (15) calendar days of the mailing of the letter of recall, if the letter of recall is postmarked on or before July 31st, and within ten (10) calendar days of the mailing of such letter, if the letter is postmarked on or after August 1st, teachers shall notify the school district personnel office in writing whether he or she will accept reemployment. Failure to respond to the letter of recall within the time required automatically terminates the teacher's right to recall.
- Each teacher shall notify the school district personnel office in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at said address by certified mail, return receipt requested. If no address shall be recorded, the letter shall be mailed to the teacher at the last address on file in the school district personnel office.
- 11.4 In the event of layoff pursuant to this article, a leave of absence without pay shall automatically be granted to all continuing contract employees until December 31st of the school year after the layoff took place or in the case of annual contract employees until the end of their term of employment.
- 11.5 These leaves of absence shall not prohibit the teacher from seeking and accepting gainful employment elsewhere and shall not be terminated for that reason, except on written request from the teacher.
- 11.6 Any teacher who would have qualified for retirement during the year shall be permitted to teach that year

provided they initiate their retirement papers effective the end of that school year.

## **ARTICLE XII**

### **EMPLOYMENT PRACTICES**

- 12.1 Marital status, race, creed, religion, sex, color, age, national origin, handicap or status as a veteran will not be made a condition of employment except as might be required by applicable law.
- 12.2 The Board may require a physical examination by a physician licensed in Florida when in its judgment such an examination is relevant to teaching performance or employment status. The selection of the physician and all costs incurred in the examination requested by the Board shall not reflect a loss in pay. Employees may choose to select their own physician and pay the cost of the examination.
- 12.3 Assignments for any summer school, evening school, or other programs of the school district beyond the normal school day, shall be made with preference to certified school district personnel within the scope of their major or minor fields of study and their areas of greatest competence.
- 12.4 Every legal effort will be made to continue to maintain the minority composition of the faculty to reflect the minority composition of the student population in the district.
- 12.5 Both the School Board and the L.C.T.A. recognize the importance of staffing the district with employees representative of the community, applicant pool and student population. To that end the School Board has adopted an Affirmative Action Plan which, in part, establishes a Task Force to monitor the effectiveness of that Plan. A representative from the L.C.T.A., plus one additional member of the bargaining unit, shall have membership on this Task Force to assist in monitoring and

to participate in making the Plan as effective and productive as possible.

- 12.6 The foregoing shall not be construed in such a way as to prohibit the School Board from providing a racially balanced staff in each school.
- 12.7 When a certified teacher cannot be obtained, a substitute may be employed.
- 12.8 Employees hired for summer school will be issued a contract for that employment no later than seven (7) calendar days after the beginning of the session.
- 12.9 Where there is a vacancy of up to one school year in duration because of approved leave, including those vacancies of uncertain duration, the School Board of Leon County may designate such a position as a temporary position. Employees in such positions will receive all benefits stated in this Agreement for the duration of employment. A temporary position shall not be considered as a staff position under Article XI of the Agreement.
- 12.10 Substitutes who work in the same teaching position for twenty (20) consecutive school days shall be placed at the appropriate step of the regular teacher salary schedule and will receive all benefits stated in this Agreement for the duration of employment.

### **ARTICLE XIII**

#### **EMPLOYEE EVALUATION**

- 13.1 The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration, and that the evaluation process is designed to improve the quality of service performed by the employees and is not designed to be used as a punitive measure.



The parties further recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. The parties agree the following guidelines should be used to accomplish these goals with employees.

- 13.2 During pre-school, or at commencement of employment, all employees will be provided a copy of the evaluation criteria and the form to be used. This distribution shall be accompanied by an explanation and discussion of the evaluation process.
- 13.3 The number of formal and informal observations shall be determined by the administration. Formal classroom observations shall occur when the administrator visits the classroom after having identified the weeks within which the observation will take place. Informal observations shall be any other observation of an employee's performance during work or assigned duty hours. Where an administrator observes during an informal observation that the employee's performance need to improve, the employee shall be notified of the behavior observed and instructed how to improve.
- 13.4 All observations of employees for the purpose of evaluation shall be conducted openly and with the full knowledge of the employee.
- 13.5 A conference involving the administrator and the employees shall be held to discuss the administrator's observations. The employee evaluation form shall be the means by which the district complies with the annual assessment of employee performance of duties, as required by Section 231.29, *Florida Statutes*.
- 13.6 The administrator and the employee shall sign the evaluation form to be placed in the employee's personnel file. The employee's signature shall indicate only that the employee has read the report and does not necessarily indicate agreement with the content.
- 13.7 The employee shall receive a copy of the written

evaluation.

- 13.8 The written evaluation will include statements of: strengths, deficiencies, desired improvements, suggested methods to improve, length of time in which to achieve the improvements, and consequences that may occur if the improvements are not achieved.
- 13.9 Employees shall have the right, upon request, to review and reproduce the contents of his or her own personnel file. A representative of the L.C.T.A. may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.
- 13.10 A copy of the evaluation form shall be attached to this contract.

#### **ARTICLE XIV**

##### **VACANCIES AND TRANSFERS**

- 14.1 Notice of all vacancies which exceed eight (8) consecutive weeks in the bargaining unit shall be posted in an accessible location at each facility and shall provide a minimum of five (5) administrative workdays to allow for receiving applications. The filling of posted vacancies shall not take place until the application deadline has passed. However, nothing in this article shall be construed to prohibit the filling of a vacancy in the bargaining unit on a temporary basis while this procedure is being followed. Appointments made for the first semester only which are extended into the second semester need not be advertised as vacancies. A copy of the Job Opportunities Bulletin shall be sent to the Association at the time it is sent to the schools.
- 14.2 Current employees within the school system who wish to transfer or request a reassignment must notify their site administrator on or before March 1 of each school year by completing a Transfer Request Form in order to be

considered for filling any vacant positions. Only teachers with satisfactory evaluations shall be given first consideration for vacancies. A published list of these teachers shall be distributed to all site-level administrators for their consideration. The site administrator will consider input from the School Advisory Committee when developing recommendations for recruiting and hiring.

When an employee who has requested a transfer is selected to fill a vacancy, the employee, upon completion of the Personnel Action Form and at a time mutually agreed to by the sending and receiving administrators, shall be permitted to assume the new position/duties.

If an employee wishes to be considered for reassignment within a building, the employee shall notify the principal of the position in which the employee is interested. The employee shall receive all consideration given other applicants.

- 14.3 No assignment of new employees to a specific position in the school district shall be made until all pending requests for transfer or reassignment have been considered. Members of the teacher bargaining unit, not hired for advertised positions, shall be provided notification in a timely matter.
- 14.4 The Job Opportunities Bulletin shall specify a date by which all applicants selected to be interviewed will have been notified. Employee applicants selected for further consideration will be notified of the final decision on the position.
- 14.5 When a vacancy is to be filled from the ranks of the bargaining unit, the criteria shall be as follows:
1. Certification
  2. Length of service in the District.
- 14.6 When a reduction in the number of employees in a school is necessary, all volunteers shall first be transferred

provided they possess necessary qualifications for the vacancy they wish to fill and the principals of both schools concur. The remaining involuntary transfers will be made based on length of service in the district. Those with the least amount of service will be transferred first provided they meet the necessary qualifications for the vacancy to be filled and such transfer is consistent with the program needs of both schools. Written notice of transfer will be given to the employees concerned as soon as is practicable.

- 14.7 The foregoing shall not be construed in such a way as to prohibit the Board from transferring employees when it determines it is in the best interest of the school system.
- 14.8 Any employee who transfers to an administrative or supervisory position and who later returns to employment within the unit shall be entitled to retain such rights having already accrued under this Agreement and will receive experience credit on the salary schedule for each year of administrative experience. Administrative experience shall be interpreted to include school board membership.

## **ARTICLE XV**

### **UNPAID LEAVES**

- 15.1 An unpaid leave of absence for more than ten (10) work days for an employee may be granted upon affirmative recommendation of the Superintendent and at the discretion of the School Board provided that a qualified replacement is available. Application for such leave must be made at least thirty (30) work days prior to its commencement. In the interest of continuity in the instructional program, such leaves shall normally be taken in semester increments. This leave shall include personal health problems, including rehabilitation and regeneration. Employees shall not be precluded from accepting gainful employment during such leave to include but not be limited to: Peace Corps, religious reasons, Vista, teacher exchange programs, work with other government agencies.

Any employee granted a leave under this section shall notify the district of his/her intent to return or to seek additional leave thirty (30) work days prior to the end of the first semester. Employees whose leaves expire during the second semester will be required to notify the district of their intent, in writing, no later than March 1. Failure of the employee to so notify the district will be considered as abandonment of position. Leave granted under this section shall be limited to two years within a five-year period.

- 15.2 Unpaid leaves of up to ten (10) work days may be granted to an employee provided that a substitute teacher can be found, when necessary, and upon approval by the employee's building administrator or his/her designee.
- 15.3 Any teacher who wishes to serve in public office may seek an extension of the two year unpaid leave. Such extension shall be granted upon permission of the Administration.
- 15.4 A parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing as follows:
- a. A teacher who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born, provided that a qualified teacher can be found to take her place. Said teacher shall notify the Board in writing a minimum of thirty (30) days prior to the commencement of such leave and the date of its termination, except in the case of emergency. Such leave may be extended with the approval of the Board. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires. All or any portion of a leave taken by a teacher connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave when certified by a physician that the teacher is physically unable to perform her duties. In the event the maternity leave exceeds the teacher's allowable paid sick leave, said

teacher shall be placed on unpaid leave. Upon return, said teacher shall be returned to her former position or to a substantially similar position.

- b. A male teacher shall be entitled, upon request, to a leave to begin at any time between the birth of his child and one (1) year thereafter, provided that a qualified teacher can be found to take his place. Said teacher shall notify the Board in writing a minimum of 30 days prior to the commencement date of such leave and the date of its termination, except in the case of emergency. Upon return, said teacher shall be returned to his former position or to a substantially similar position.
- c. A teacher adopting a child shall be entitled, upon request, to a leave to commence at a time during the first year after receiving *de facto* custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Such leave shall contain an expected date of return to work but may be continued for one (1) year and may be extended with the approval of the Board.

- 15.5
- a. Any employee granted a leave of absence as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing district programs during the leave, provided that the entire premiums (Board and employee contribution) for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

To the extent permitted by the Florida Retirement System, employees shall be given the opportunity to continue retirement programs provided the employee pays the full cost of such programs. Forms are available from the Florida Retirement System for the employee to purchase such leave time.

- b. Family Medical Leave - Employees requesting unpaid leave for serious personal or family illness

are entitled to continued Board contributions to insurance programs for up to 12 weeks. Employees wishing to receive this benefit must identify their leave request as a Family Medical Leave prior to taking the leave and must submit a completed "Certification of Physician" form with their leave request. Employees who do not return to work with the District shall be required to repay the Board contributions made during their unpaid leave.

- 15.6 The Board agrees to release the duly elected president of the Association from his/her regular duties to serve as L.C.T.A. president for the term of his/her presidency and to serve as fiscal agent for the payment of his/her salary, fringe benefits, and fixed charges, provided the Association provides the Board, in advance, one hundred percent (100%) of any and all sums paid to or on behalf of said Association president. The Association president shall not earn sick leave or annual leave, nor be covered by the Board Worker's Compensation Insurance during said term.
- 15.7 Each year of this Agreement, representatives of the L.C.T.A. shall be granted up to fifty (50) days of unpaid leave each year to conduct L.C.T.A. business provided the following conditions are met:
1. No more than two (2) employees may be absent from any faculty on any day.
  2. The employee's supervisor must be given at least 48 hours notice of the intent to take leave.
  3. No more than ten (10) employees may be absent on any day.
  4. Except for the president of the L.C.T.A. no teacher may be absent more than ten (10) days during the school year. The president can be absent no more than 25 days.

A minimum of twenty (20) employees will be granted leave to attend the convention of the Florida Teaching

Profession.. A maximum of ten (10) days of temporary duty will be granted by the district for this purpose. Teachers that do not require a substitute will not be charged personal leave for this convention only.

## ARTICLE XVI

### PAID LEAVES

#### SICK LEAVE

##### Illness

- 16.1 Each regular full-time employee shall be credited with four days of sick leave as of the first day of employment of each current year, and thereafter credited with one additional day of sick leave at the end of each full calendar month of employment up to a grand total for the year of one day of sick leave for each month of employment.

A person who is employed on or before the 15th day of the month will be credited with a day of sick leave at the end of the month. An employee who terminates on or before the 15th day of the month will not be credited with a day of sick leave for that month.

If an employee terminates from the District prior to earning sick leave days which have been used, a deduction will be made from his/her final check for the over-used sick leave.

Employees must work 50% or over of the hours required for full-time employment to be eligible for sick leave.

- 16.2 There is no limit to the number of sick leave days an employee may accrue.
- 16.3 Employees may be credited with sick leave earned while employed by a Florida District School Board, provided at least one-half of the leave is established while employed by the Leon County School District.



- 16.4 Instructional personnel must have earned the sick leave in an instructional capacity.
- 16.5 A person who resigns and returns to active employment will be able to pick up accrued days earned in previous employment with the Leon County School Board and carry them forward, provided the person has not been paid for these days or had them transferred to another agency.
- 16.6 At and after the normal retirement date (as defined in Section 121.021(a) and (b), *Florida Statutes* (1982), or at the time of disability retirement, or to his/her beneficiary if service is terminated by death, an employee will receive terminal pay for accumulated sick leave pursuant to the following:
1. During the first three (3) years of service, the daily rate of pay multiplied by 35 percent time the number of days of accumulated sick leave.
  2. During the next three (3) years of service, the daily rate of pay multiplied by 40 percent time the number of days of accumulated sick leave.
  3. During the next three (3) years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
  4. During the next three (3) years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
  5. During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

"Normal retirement" as used in this subsection, shall mean retirement under plan A, B, C, D, or E of the Teachers' Retirement System or any other plan established by the legislature with either full or reduced benefits as provided by law or mandatory retirement due to the attainment of the age of 70 years. "Normal retirement"

shall not be interpreted to include disability retirement.

- 16.7 Sick leave shall be granted for illness of self or any immediate member of the family. Immediate members of the family shall be interpreted to include: spouse, grandparents, parents, sisters, brothers, children and grandchildren of both the employee and the spouse of the employee and any dependent who resides with the employee's household.
- 16.8 Sick leave shall also be granted for death or serious illness of any member of the larger family group. Accrued sick leave may be used for childbirth as specified in the maternity leave policy.
- 16.9 Upon return from sick leave, the immediate supervisor shall provide the employee with the necessary forms for verification of the reasons for the absence. The forms shall be submitted to the immediate supervisor by the end of the payroll period following the employee's return from leave.

#### PERSONAL AND EMERGENCY

- 16.10 An employee may use up to four (4) days a year of accrued sick leave for personal reasons. No more than fifteen percent (15%) of the total number of employees within any one school will be granted personal charge to sick leave on any given day.
- 16.11 When using a day of sick leave for personal reasons, the employee shall file the leave request with his/her supervisor two (2) days before the leave is to begin.
- 16.12 Sick leave used for personal reasons may be used the day before or the day after a scheduled vacation or holiday period. No more than fifteen percent (15%) of the total number of employees within any one school will be granted personal charge to sick leave on any given day.
- 16.13 Sick leave for emergency shall be applicable only in situations where the employee could not foresee the need

to be absent at least 24 hours in advance.

## ILLNESS-IN-THE-LINE-OF-DUTY

- 16.14 Any employee shall be entitled to illness-in-the-line-of-duty leave with full pay when the employee has to be absent from duty because: 1) of a personal injury received in the discharge of duty; 2) of illness from any contagious disease contracted in school work. Such leave shall result in no reduction of the teacher's accumulated sick leave.
- 16.15 If workers compensation pays a claim under this section, the Board shall compensate the employee for the difference (excluding summer months for ten (10) month contract employees) in the workers compensation benefits and full pay for the term of employment. Notwithstanding the above, no such illness-in-the-line-of-duty payments will be made after an employee is medically determined by two independent physicians and accepted by the Board or its representative to be permanently and totally disabled or unemployable.
- 16.16 In order to qualify for illness-in-the-line-of-duty leave, the employee shall notify the immediate supervisor of the reasons for the leave and upon return to work file a written claim for such leave within five(5)work days.

It is incumbent upon any employees (or his/her representative) claiming an illness-in-the-line-of-duty to follow to the best of his/her ability the treating physician(s) instructions, cooperate with any assigned rehabilitation or vocational personnel, and to actively cooperate with School Board staff in their employment placement. Employment placement shall include "light duty" assignments and any other appropriate efforts to return the employee to active duty.

- 16.17 A doctor's certificate may be required stating that the injury or illness was in his/her opinion contracted at the school.

- 16.18 Illness-in-the-line-of-duty leave shall be limited to the period of time during which the employee is under contract or the period of time during which worker's compensation benefits are provided, whichever is the lesser period.

## MILITARY LEAVE

- 16.19 Regular full-time employees who are members of the reserve in the United States Armed Forces or members of the National Guard or Naval Service shall receive remuneration up to a maximum of seventeen (17) days, if they are ordered by the Armed Services or National Guard to report for temporary duty. As a condition of granting military leave, the employee must provide certification from the military unit that equivalent training could not be performed during the employee's non-work time. At the sole discretion of the Board employees who are called by the President to active military service may be granted thirteen (13) additional paid leave days up to a maximum of thirty (30) days.

## COURT APPEARANCES

- 16.20 An employee shall be granted full pay and benefits for appearance in court under the following circumstances:
1. Summoned to appear as a juror.
  2. Summoned to appear as a defendant or a witness in an action arising out of and in the course of his/her employment with the School Board.
  3. Summoned to appear as a witness (except as a character witness) in any civil or criminal action in which the employee is not the defendant or the plaintiff.

Any payments received from the court for such appearances may be retained by the employee. An

employee dismissed from jury duty or excused from the stand prior to 11 a.m. shall return to work that day.

## TEMPORARY DUTY

- 16.21 Temporary duty assignments are short-term absences approved by the immediate supervisor away from an employee's normal work location on a professional school-related activity. These activities include such things as field trips, representing Leon County at a multi-district meeting, or assisting other school districts in evaluations or plant surveys. During non-student contact time employees will be given temporary duty for parent conferences with their children/wards.
- 16.22 Absence during pre-school and post-school planning for the purpose of attending summer school will be considered under this section.
- 16.23 Leon District will not pay for any trip which is paid for by another organization.
- 16.24 The employee shall be responsible for submitting the appropriate form to the immediate supervisor in a timely fashion.
- 16.25 A legislative committee composed of ten (10) members appointed by the L.C.T.A. President, shall be allowed one (1) day of Temporary Duty during the Legislative Session on Education's Legislative Day to lobby for educational concerns benefitting the Leon County School District.

## VERIFICATION OF ABSENCE

- 16.26 The Superintendent or the supervisor of the employee may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence. Such verification shall be provided as soon as possible after the official request.

## **ARTICLE XVII**

### **EMERGENCY SCHOOL CLOSING**

- 17.1 All of the schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency.
- 17.2 When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over all local radio and TV stations as soon as possible. In the event schools are closed due to severe inclement weather or other acts of nature, employees need not report to work.
- 17.3 When the number of students unable to reach a school is so great that the instructional program is severely impaired, that school may be closed. Employees affected will be personally notified as soon as possible prior to the beginning of the school day, as to whether they are to report to duty, and, if so, where and when to report. The Board shall designate radio stations which will be utilized in the employee notification process. Should employees be notified that they should not report, said employees' annual compensation will remain the same. All scheduled employees' workdays so affected shall be rescheduled by the Superintendent as soon as possible.

## **ARTICLE XVIII**

### **STUDENT TEACHING ASSIGNMENTS**

- 18.1 Supervision by an employee of a student teacher shall be voluntary.
- 18.2 A cooperating employee shall not involuntarily be given additional assignments, or students, outside of his/her regular responsibilities during the period of supervising a student teacher, except in an emergency.
- 18.3 Each cooperating employee shall be provided with release

time with pay for required attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

## **BEGINNING TEACHER PROGRAM**

- 18.4 Any employee who participates on a voluntary basis as a peer teacher shall, along with other support team members, work with the building administrator on a continuous basis to insure the success of the Beginning Teacher Program. The building administrator will be responsible for conducting all required evaluations.

## **ARTICLE XIX**

### **ACADEMIC FREEDOM**

- 19.1 The parties seek to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitutions of the State of Florida and of the United States and to instill appreciation of the values of individual personality.
- 19.2 Employees shall have academic freedom. Academic freedom shall mean that employees have freedom of association and expression in keeping with their individual conscience. Employees shall present instructional materials which are pertinent to the subject and level taught. Such presentation shall be within the guidelines of appropriate course content and within the instructional program and shall present all facts of controversial issues in a scholarly and objective manner.
- 19.3 Employees shall be entitled to freedom of discussion within the classroom in all matters which are relevant to the subject matter under study.
- 19.4 All employees shall consult with the administration whenever the employee intends to inject into course

coverage, units which might be reasonably anticipated to be controversial. Upon request, the employee shall meet with his/her immediate supervisor to discuss the proposed unit of study and how it fits into the course content as provided in 19.02.

## **ARTICLE XX**

### **POLITICAL ACTIVITY**

- 20.1 All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

## **ARTICLE XXI**

### **COMPENSATION**

- 21.1 Compensation for employees covered by this Agreement shall be as set forth in Appendix A. Employees who volunteer to teach six (6) contact hours or more shall be paid on the basis of an additional hour at their regular hourly rate and shall also be required to work an additional hour.
- 21.2 Loss of pay for personnel during the regular school term for daily absences not otherwise covered by provisions in this Agreement shall be made at the regular hourly rate of pay determined by dividing the employee's annual contract salary by 1421.
- 21.3 Any employee whose regular contractual duties are extended beyond the 196 days shall be paid at the daily rate of 1/196th of their regular annual contract salary.
- 21.4 1. Salaries of full-time and part-time employees



employed in summer school, evening school, and/or other programs, whose compensation rate is not stated in Article XXI, shall be paid at the regular hourly rate of pay determined by dividing the employee's annual contract salary by 1421. All employees appointed hourly as needed, including "regular" district employees, shall be paid up to a maximum of step five (5) on the teacher salary schedule.

2. Full-time employees employed in programs (such as Lively Technical School) which "continue" their program beyond the regular school year will, during the summer, receive planning and lunch time consistent with the regular program.
3. Compensation for full-time and part-time employees whose services are utilized in the design and/or development of curriculum and instructional materials to include diagnostic and/or evaluative assessment instruments shall be compensated at their regular hourly rate.
4. "Temporary Instructional Personnel" including hourly-as-needed teachers, referred to in School Board Policy 2.051 (4), whose employment is expected to continue beyond one semester, shall receive retirement and social security benefits.

Hourly-as-needed teachers who teach 17.5 hours per week or more and whose employment is expected to continue beyond one semester, may participate in (health care program, group term life insurance, dental care program, vision care programs, and cancer/intensive care program). If participating in the health care program, they shall receive the negotiated Board contribution toward their health insurance. These employees will not be eligible for sick leave.

5. Hourly-as-needed teachers will not be provided planning time or duty free lunch.

6. Beginning with the 1990-91 school year, all positions which have scheduled contact of 25 hours or more per week for more than half of the school year, with an average daily attendance of 25 or more, shall become regular full-time instructional employees.
  7. Regular full-time employees who are also employed as temporary instructional personnel shall not accrue additional benefits in their capacity as Temporary Instructional Personnel.
  8. Time accrued in employment in the category of Temporary Instructional Personnel shall not be counted for the purposes of acquiring a professional services contract.
- 
- 21.5 Compensation for employees whose services are utilized by the TEC or other such similar programs in the District shall be paid \$15.00 per hour. Hourly teachers employed in supplemental Fire Service training programs will be paid a flat rate of \$10 per contact hour of instruction.
  - 21.6 Compensation for employees who voluntarily participate in approved staff development activities, outside the regular workday, for which in-service credit is awarded, will be at the rate of ten dollars (\$10.00) per hour.
  - 21.7 Supplemental salaries shall be those as set forth in Appendix B which is attached to and incorporated in this Agreement. Teachers assigned to such positions shall be paid in accordance with the said Appendix.
  - 21.8 Supplemental pay assignments are official school sponsored activities. While in the performance of these assignments, teachers shall be covered by the benefits of employment normally received during the regular course of their work.
  - 21.9 As supplemental pay assignments are made, the building administrator will provide the employee with the district's list of duties/expectancies that the employee is to perform in that assignment. Supplemental salaries will be paid

only if said duties/expectancies are performed. The District will provide to L.C.T.A. a comprehensive list of all duties/expectancies.

- 21.10 Supplements are to be paid for assignments performed in addition to the regular instructional/supervisory duties. All teachers receiving supplements shall carry a full instructional/supervisory load.
- 21.11 Employees are to be given credit for previous experience according to the following plan:
1. Beginning with the 1982-83 school year, credit for one year's experience shall be given for each year of teaching in any state or regionally accredited public school (K-12), Junior or Community college, or University (graduate assistant experience shall not be counted). Credit shall be given for each year of teaching in a public hospital or public institution that required teacher certification in an area infield with a corresponding teaching position assignment. In state experience shall be allowed for foreign teaching, if earned in a government-sponsored school. Maximum credit shall be seven (7) years for out-of-state experience, or fifteen (15) years for Florida experience except that all previous experience in Leon County may be added to these maximums.
  2. Credit for up to three (3) year of wartime military experience or three (3) years of instructional experience in the military related to the employee's instructional assignment shall be granted to employees hired after July 1, 1979. Wartime military experience shall be as defined in Sections 238.06 and 121.021(20), *Florida Statutes*. Employees receiving or eligible to receive credit for military experience prior to July 1, 1979, shall receive such credit.
  3. Credit for one year's experience is to be given for a major portion of a year's work (i.e., 1/2 plus one day). Out-of-state and Florida experience which occur during the same school year may be combined.

4. Part-time employees will receive credit for one year's experience when working over fifty percent (50%) of the hours required for full-time employees (including sick leave for which paid); however, only one year of service may be earned during one school year.
5. Credit for one year's experience shall be given for each year of verified work experience above that required for vocational certification. For full-time employees the maximum credit which may be given under this provision is seven (7) years. Employees employed prior to the 1985-86 school year shall be credited for all previously granted experience.
6. The president of the L.C.T.A. shall be granted credit on the salary schedule for years served in said office.
7. Beginning with the 1988-89 school year, credit is allowed for certified teaching experience at private schools or institutions that have Southern Association of Colleges and Schools, Western Association of Schools and Colleges, Northwestern Association of Schools and Colleges, North Central Association of Schools and Colleges, New England Association of Schools and Colleges and Middle States Association of Colleges and Schools accreditation.

Private school credit will be at the following ratio:

1-3 years experience - 1 year Salary Credit  
4-6 years experience - 2 years Salary Credit  
7-+ years experience - 3 years Salary Credit

8. Beginning with the 1989-90 school year, credit shall be allowed for experience in public or private state accredited hospitals, state certified group homes for children or adults, state rehabilitation centers, mental health institutes, as well as departments of education and health and rehabilitative services to psychologists, social workers, counselors, and exceptional student education personnel.

- 21.12 Beginning with the 1993-94 school year, adjustments to higher salary levels shall be made only upon the receipt of an official transcript signifying the award of the advanced degree from an accredited institution of higher education, or the verification of appropriate experience. These adjustments shall be made effective with the beginning of the next payroll period after submission.

Credit for advanced degrees in all areas shall be given to employees effective with the approval date of the 1993-94 contract.

No retroactive pay shall be awarded under these clauses.

#### 21.13 APPEAL PROCESS

In the event that a request for salary credit for advanced degrees is denied, the grievance procedure and form outlined in Article 6.02 - Step I shall be filed with the district's Chief of Human Resources.

All timelines outlined in Steps I, II, and III shall be followed.

### INSURANCE

- 21.14 The Board shall provide, without cost to the employee, group term life insurance for a twelve (12) month period in the amount of \$15,000 to be paid to the appropriately designated beneficiary.
- 21.15 Each year, the Board will make a contribution to the healthcare program for employees participating in one of the district's group healthcare programs. The contribution will be a percentage of the least expensive program available to employees. The percentage that the Board will contribute is: 78.22% of the individual coverage premium; 46.13% of the two-person coverage premium; and 58.16% of the family coverage premium. In no case will the Board's contribution exceed 100% of the premium cost for the least expensive program.

21.16 The Board shall make available to all employees through payroll deduction, tax deferred annuity programs. Other payroll deduction options, including any Internal Revenue Service approved tax-sheltered "cafeteria plan" may be offered by the Board when available.

21.17 The Board shall notify all employees of any changes in the insurance coverage provided herein at least ten (10) days prior to the effective date of the change and shall provide each new employee with a description of insurance coverage within ten (10) days of the beginning of the school year or date of employment. The Board will be responsible for providing insurance information in the form of applications and/or enrollment meetings.

A committee shall be established to study insurance matters. This committee shall:

1. Monitor the current plan and report semi-annually to the School Board and Association;
2. Study and make recommendations to the School Board and Association about long-term disability, dental insurance, optical insurance, income protection, etc.

The insurance committee shall consist of at least five (5) members, two (2) of whom shall be L.C.T.A. appointees and one (1) of whom shall be the Director of Employee Relations.

21.18 Any employee who must use his/her personal automobile on school district business shall be reimbursed by the Board at the current rate established by the Board for such travel. Such mileage reimbursement shall not include routine travel to and from the employee's home and the school to which assigned. In order to receive the mileage reimbursement, the employee must complete the proper forms and have the proper authorization as provided in School Board policy.

21.19 The District will set up a system of direct deposit pay with

the North Florida Education Credit Union which will be available to all members of the bargaining unit. Other direct deposit pay options shall be offered by the Board at its discretion.

- 21.20 If there is an overpayment of salary or supplement to the employee:
1. The payroll department will notify the employee by letter within 24 hours of the discovered overpayment.
  2. Only the amount of overpayment will be returned to the county.
  3. All legal requirements must be met.

#### METHOD OF PAYMENT

- 21.21 Ten (10) month employees will have the option of being paid their annual salary in either ten (10) or twelve (12) equal monthly checks. For those employees who choose the ten (10) check option, the Board will establish pay dates. Pay dates will be listed in the appendix of the collective bargaining agreement. (See addendum A.)

Ten month employees who choose the twelve (12) pay check option will have their annual pay divided into twelve (12) equal monthly checks to be paid on the last workday of the month beginning in September of the school year through July of the school year. The first pay period will be set by the Board.

Employees who wish to exercise the twelve (12) pay check option must file the appropriate forms with his/her building administrator prior to the end of the second pre-planning day. The paycheck preference decision is irreversible for that school year, but may be revisited annually. Teachers hired after the first day of the teacher contract year will have up to ten days to determine their paycheck option. Leon County School Board paycheck

option forms will be available at each school site.

Benefits will not be deducted from the first and last paychecks for teachers on the twelve (12) paycheck option. June and July checks for twelve (12) paycheck option employees will be delivered to their cost centers for distribution on the last workday of June or July.

- 21.22 Paychecks being delivered to employees not actively working, such as may occur when the final pay date is subsequent to the last day the employee works, will be mailed to the address designated by the employee, or, if requested in writing, released to a designated individual.

## RETIREMENT INCENTIVE

- 21.23 An employee who attains his/her normal retirement date, prior to the beginning of the succeeding school year, shall have ten percent (10%) of his/her annual salary, excluding supplements, added to his/her annual salary provided that he/she, by December 1 of the school year of his/her normal retirement date: (1) completes the necessary procedures through the Manager of Employee Benefits and (2) resigns effective at the end of the school year. This sum will be paid in the last six (6) checks. Retirement eligibility period will run from the beginning date of one school year to the beginning date of the succeeding school year.

For the purpose of this section, the phrase "normal retirement date" shall mean retirement as defined in Sections 121.021(20)(a) and (b) or 238.07(2)(a-d), *Florida Statutes* (1982).

## ARTICLE XXII

### PAYROLL DEDUCTION

- 22.1 The Board shall deduct from the pay of each employee all current membership dues of the L.C.T.A., provided that at



the time of such deduction there is in the possession of the employer a written authorization for dues deduction executed by the employee in the form and according to the terms of the dues deduction authorization form furnished by the L.C.T.A.

- 22.2 An employee may authorize dues deduction by presenting an authorization card to the Payroll Department in any of the ten (10) payroll periods.
- 22.3 The Board agrees to deduct 1/10th of the annual dues of the L.C.T.A. from the monthly checks of employees who have on file a payroll deduction authorization card.
- 22.4 Authorization for dues deduction is revocable upon written request by the employee to the Board. A copy of this request will be furnished to the L.C.T.A. within thirty (30) days. The revocable authorization for dues deduction will be effective within thirty (30) days from written request.
- 22.5 All dues deducted by the Board shall be remitted to the treasurer of the L.C.T.A. in monthly installments as soon as it is practicable after the close of the payroll period.
- 22.6 The L.C.T.A. shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit resulting from any action taken or omitted by the Board for the purpose of complying with the provisions of this section.
- 22.7 The L.C.T.A. will not be assessed the costs incurred by the Board in order to provide authorized dues deductions. Such payroll deductions authorization shall continue in effect from year to year thereafter unless revoked in writing by this member.

### **ARTICLE XXIII**

#### **EMPLOYEE WORK YEAR**

- 23.1 Each school year will consist of 196 work days. Six (6) of these work days shall be designated as paid holidays. Appropriate time to complete necessary tasks during pre-school and post-school planning days shall be provided for the employee at the work station.
- 23.2 The Board will establish the calendars of the employee work years after the normal consultation with L.C.T.A., and said calendars shall be included in Appendix D of this Agreement.

#### SUMMER WORK WEEK

- 23.3 The Board reserves the right to establish the workday and instructional day for summer programs for all employees.

### ARTICLE XXIV

#### MAINTENANCE OF STANDARDS

- 24.1 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment in effect at the time this Agreement is signed, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any employee benefit existing prior to its effective date.

### ARTICLE XXV

#### MISCELLANEOUS

- 25.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and

signed amendment to this Agreement.

- 25.2 Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be discussed by the parties to modify it by mutual agreement to the extent that it violates the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
- 25.3 The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. Where the policies of the Board are inconsistent with the terms of this Agreement and the separate provisions cannot be harmonized by the parties, this Agreement shall supersede Board policies.
- 25.4 Any individual contract between the Board and an individual employee shall be made expressly subject to the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling except as otherwise provided by law or State Board of Education rules and regulations.
- 25.5 Copies of this Agreement titled "Agreement Between the School Board of Leon County and Leon Classroom Teachers Association" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further that the Board shall furnish 200 copies of said printed Agreement to the L.C.T.A. for its use.
- 25.6 All policies adopted by the Board shall be distributed to all schools within thirty (30) days of their effective date and the employees shall be advised of the change.
- 25.7 General Definition:

This and the following sections address a critical issue in

school improvement, and restructuring, "shared decision making." To enable this, a system of Site-Based Decision Making (SBDM) is hereby established. Site-Based Decision Making is a democratic system that enables a school's community - defined as its principal, teachers, staff, parents, students, business partners, and other interested citizens - to actively and directly shape the quality of education for its students and the quality of the workplace for the staff. Site-Based Decision Making is a strategy for shared decision making, and attaining the goals and outcomes of Florida's Blueprint 2000 and the Leon County Schools Strategic Plan. It establishes the environment for creative teaching and learning and has as its hallmark traits *Flexibility* and *Accountability*. School Improvement guidelines and implementation methodology are addressed in Florida's Blueprint 2000 and State Statute 229.22(2).

The School Board and the LCTA recognize that arrangements at individual school sites, where the employees and other members of the school community are given increased responsibility for making decisions with regard to their day-to-day affairs and the school improvement planning process, these arrangements will foster the collegial exchange of ideas and information that is necessary for effective professional practices and the improvement of the educational process.

#### 25.8 PARAMETERS FOR SITE-BASED DECISION MAKING

Site-Based Decision Making must function within the parameters of Federal and State Laws, State Board rules, School Board policies, and collective bargaining agreements. Where these rules and/or policies impede student progress, the waiver process is encouraged. (See Article 25.13) Consideration must also be given to Superintendent and Principal authority and responsibilities established by State Statutes.

#### 25.9 SITE-BASED DECISION MAKING

While the establishment of School Advisory Councils and the development of a school improvement planning

implementation process is required by State Statute, a site's participation in the system established in this Article shall be voluntary. Each site will have the opportunity to conduct an election to determine participation. An election may be held at the beginning of either semester of a school year or at the end of the school year during post planning period. This election (by secret ballot) shall be jointly supervised by the building Principal and the Lead LCTA Faculty Representative. A fifty-one (51) percent approval vote by the faculty, building administrators, all support staff and approval by the Principal, with an indication of support from the parent organization shall be necessary for participation. Each June, before school is out, the site employees will vote to decide if they want to continue in this system. The results of elections for individual schools shall be reported to the Superintendent, the President of the LCTA, and the SBDM Central Council.

#### 25.10 SHARED DECISION MAKING MODEL

Each school participating in Site-Based Decision Making will be required to establish a clear decision making structure (SBDM Council) that will systematically involve all segments of the school community. It is at the discretion of each participating site to determine the relationship of this decision-making structure to School Advisory Councils required by Florida Statutes.

A site may choose to use the SBDM Council for school improvement planning, monitoring, and evaluation purposes as required by law, as well as to serve as the day to day decision-making structure for the site, or it may choose to establish a separate School Advisory Council for the sole purpose of school improvement planning, monitoring and evaluation. In either case, the body that helps plan and implement the school improvement plan for the school must meet statutory requirements for its make-up and the body that serves as the SBDM Council must meet the requirements further described in this section.

It is suggested that the composition of the SBDM Council

be no less than eleven (11) and no more than fifteen (15) members. This number could be expanded to meet statute requirements when the structure serves as the school's advisory council for school improvement planning. At sites with less than twenty-five employees, the composition of the council may be less than eleven members. The composition of the council shall reflect the racial/ethnic make-up of the school community. Members shall be elected to the council by secret ballot once the site determines the make-up of the Council. Once the Council is formed, it should elect a chairperson and recorder from its members.

SBDM Council shall:

1. Include the Lead LCTA Faculty Representative or designee.
2. Participate in training prior to implementation and on an on-going basis.
3. Include parent and community members.
4. Include support staff.
5. Provide a fair process for resolving conflicts with consensus decision-making recommended. In the absence of a "sufficient consensus" among Council members, the principal will be empowered to make an "interim decision" while the Council works to resolve its impasse. The principal will continue to be responsible for implementing decisions, for coordinating day-to-day operations, and for responding to emergencies.
6. Prepare an initial brief plan (reviewed and revised annually) which includes:
  - ☐ A mission statement aligned with the district's mission statement, defining the Council's purpose as seen by its members.

- A description of areas the SBDM Council will deal with which may include but not be limited to instructional matters, school policies, personnel matters, budgetary matters, etc.
  - A role of the principal in the SBDM process.
  - A model to evaluate its progress in SBDM and meeting Blueprint 2000 outcomes.
  - A description of parent and community participation in the Council process as well as the relationship to the School Advisory Council if different from the SBDM Council.
7. This plan should be submitted for approval by the SBDM Central Council.
  8. Provide release time for it's members when the Council meets during the normal school day.
  9. Announce meetings in advance, which will be open to the public and scheduled and conducted according to guidelines written by the school.

#### 25.11 SITE-BASED DECISION MAKING CENTRAL COUNCIL

A SBDM Central Council shall be established to coordinate all Site-Based Decision making and School Improvement efforts in the District. This Council shall be composed of eighteen (18) members; 50% appointed by the LCTA President and 50% appointed by the Superintendent. Two members must be parents, one appointed by the LCTA President and one appointed by the Superintendent. Two members must be from the business community. One appointed by the LCTA President and one by the Superintendent. Additional participants, as needed, may be appointed by the Council for service on special committees, maintaining the same 50-50 basis. The Council will have Cochairpersons, one appointed by the LCTA President and one appointed by the Superintendent. The attainment of consensus among all members of the Central

Council shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies which are established by the Central Council. Only if consensus cannot be reached shall decisions be made by three-fourths vote. In order for an issue to be resolved by a vote at a meeting in the event consensus fails, the meeting agenda must have identified the proposed action with sufficient clarity that Council members could have, prior to the meeting, meaningfully consulted with all interested parties three-fourths majority of those members present and voting at the meeting shall be required for passage. With respect to procedures governing voting matters, *Roberts Rules of Order* shall be applicable to issues not addressed herein. An agenda shall be prepared by the Co-chairs of the Council and distributed at least five working days prior to each Council meeting. Agenda items and supporting documents may be submitted by any members, at least 24 hours prior to preparation of the agenda.

## 25.12 Functions and Responsibilities of the SBDM Central Council

The SBDM Central Council shall have the following functions:

1. Develop and maintain a variety of training models for Site-Based Decision Making and School Improvement programs.
2. Develop and refine SBDM guidelines. These guidelines recognize the need to reconcile the concepts of site autonomy and diversity of the potentially conflicting concepts of accountability, standard, and coordination.
3. Review, evaluate, and approve SBDM plans submitted by Site Councils. This includes approving membership on any Council at the site that is to perform the school improvement planning, implementation and monitoring function before



submission to the School Board for its approval as required by State Statute.

4. Review, evaluate, provide feedback, and recommend school improvement plans to the School Board for its approval as required by State Statute.
5. Oversee SBDM efforts at all sites.
6. Share information with sites, between sites, and with the public.
7. Approve waiver requests before they are passed on to the Superintendent, LCTA, and/or the School Board.
8. Monitor election results at sites.
9. Review end of year School Improvement reports from sites and inform the Board of inadequate progress for specific sites.

SBDM Central Council appointments shall be made by August 1 of that school year.

Teacher representatives attending SBDM Central Council meetings while on assigned time will be released from regular duty without loss of pay. When a meeting is held outside of the employees' regular duty hours, the employee shall be paid at his/her regular hourly rate.

The Superintendent shall provide reasonable Secretarial/Clerical assistance for taking meeting minutes, publishing, and distributing the minutes to school sites and all SBDM members.

SBDM Central Council meetings shall be held at least once per month. Special meetings may be called by the Co-chairs.

## 25.13 WAIVERS

Under Site-Based Decision making, schools may seek changes in uniform decisions affecting their school. Consequently, sites may request waivers from the Federal level, the State level, the School Board, Collective bargaining agreements, or administrative procedures through the SBDM Central Council. (See attached forms.)

The waiver process must meet the following conditions:

1. Address a school improvement plan objective or student outcome.
2. A school must explore alternative solutions with the District prior to requesting any waiver.
3. Any waiver request must express a consensus of the school.
4. A description of the situation needing change must be provided which must include alternatives already tried, objectives of the waiver request, and methods and timelines for new procedures.
5. Waivers must be school specific (requested by individual schools) and shall be granted for one year according to the needs of the requesting school. All waivers must be requested annually.

Any waiver request submitted must be approved by the SBDM Central Council. Depending upon the nature of the waiver request, once approved by the Central Council, the request will then be forwarded to the appropriate governing authority for its approval or disapproval.

In waiver requests concerning State requirements or rules, once approved locally, the District will make every effort to receive the waiver from the appropriate State agency or governing body.

#### 25.14 ACCOUNTABILITY

The intent of Site-Based Decision Making is to give local

schools more flexibility and to expect more accountability from them in return. New opportunities to engage in worksite decisions are expected to result in a heightened sense of a school's community with the objective of ultimately improving educational outcomes.

Participating schools will assess their Site-Based Decision Making progress on a continuing basis and shall be encouraged to share their findings with the wider community. Every school should celebrate its success, while acknowledging its difficulties. As part of assuring accountability, each school shall:

1. Prepare an annual report of its goals, activities and accomplishments for the current year and plans for the following year in a format to be determined by the District and the State utilizing the school improvement plan and reporting system as the basic process.
2. Participate in the District's on-going assessment and accountability programs.
3. Engage in periodic external evaluations directed at the expected benefits of Site-Based Decision Making and School Improvement.
4. In acknowledging difficulties, given an analysis of what the problems are and what corrective steps are being taken.
5. Utilize external resources to assist in making adequate improvement progress as needed.

## **ARTICLE XXVI**

### **TERM OF THE AGREEMENT**

- 26.1 This Agreement shall continue in effect through August 20, 1996.

- 26.2 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- 26.3 The parties agree that on June 1, 1994, negotiations will be re-opened on Article VII, Teaching Conditions; Article XXI, Compensation; including Appendix A. Salary Schedule, and Appendix B. Salary Supplements; and on two (2) other articles selected by each party. When contract negotiations re-open for 1993-94, both parties agree to present alternative salary models.

## Signature Page

William H. Magenta  
President, Leon Classroom Teachers

William B. Casper  
Chief Negotiator  
UNISERV Director, FTP-NEA

Richard L. Munk  
Superintendent of Schools

Glenda S. Hamby  
Business Services Leader

Paul Ortle  
Chief, Human Resources

### BARGAINING TEAM

Cheryl Collins-Blair

Jimmy Everett

Suzanne Larina

Keddie Jones

Barbara L. Hare

### BARGAINING TEAM

Bonnie Van Cuy

Laura B. Hansen

Roy King

Manning Henderson

## ***APPENDICES***

## APPENDIX A

### 1993-94 Salary Schedule

STEP	BACHELORS	MASTERS	ED SPEC	DOCTORATE
0	21,986	22,286	23,674	24,444
1	21,996	22,296	23,684	24,454
2	22,006	22,306	23,694	24,464
3	22,016	22,912	23,970	24,740
4	22,026	23,192	24,580	25,350
5	22,770	24,466	25,854	26,624
6	23,467	25,164	26,552	27,322
7	24,165	25,861	27,249	28,019
8	24,862	26,559	27,947	28,717
9	25,560	27,256	28,644	29,414
10	26,257	27,954	29,342	30,111
11	26,955	28,651	30,039	30,809
12	27,852	29,549	30,937	31,706
13	28,638	30,284	31,672	32,442
14	29,421	31,067	32,455	33,225
15	30,206	31,853	33,241	34,011
16	30,990	32,635	34,025	34,795
17	31,725	33,391	34,779	35,548
18	32,473	34,148	35,536	36,306
19	33,476	35,167	36,557	37,327
TOP	35,326	36,896	38,286	39,056

## **APPENDIX B**

### **TEACHER SALARY SCHEDULE**

### **SALARY SUPPLEMENTS**

1. All supplements shall be divided into seven (7) categories. They are:

Director	15%
Major Activity Supervisor	12%
Minor Activity Supervisor	8%
Major Activity Assistant	6%
Minor Activity Assistant	4%
Sponsor	4%
Faculty Representative	3%

An outline of the duties to be performed in the above seven (7) categories shall be defined in the Student Activity Policy and Guidebook. The title supervisor as used in the Appendix in no way means anything related to management or other duties outside the bargaining unit. The duties of the TEC Representative or Department Chairperson/Elementary Team Chairperson shall be defined elsewhere.

2. Supplement percentages will be based on the salary, \$19,015 as the base. This base will be raised annually by the overall percentage increase of the Salary Schedule should such a percentage increase be negotiated.
3. Any employee may receive more than one supplement, but not more than three (3) supplements for duties performed in any one (1) school year.
4. Athletic teams and seasons shall be classified as major or minor in accordance with the Florida High School Activities Association Bylaws. (Exceptions: Wrestling will be classified as a minor activity).
5. All supplements listed in this appendix are granted only on the basis of one school year.



6. Pro-rated increases will be provided to employees receiving supplements where the season is extended because of successful post-season competition in district, regional and state playoffs or activities. The supplement amount will be increased by the ratio of the number of contests the successful post-season competition or activity bears to the number of contests to the regular season.
7. Department Chair/Elementary Team Chairperson/Liaison Teacher in the area with a minimum of four (4) people, including the chairperson, shall be supplemented at the rate of 2% plus 1/2% per person (over the minimum of four) to a maximum of 9%.
8. An employee who coaches the boys and girls teams of the same High School Minor Activity or Middle School Intramurals shall receive 3/4 the sum total of the supplements in those cases where the level of participation by students exceeds 20. (An employee may not coach the boys and girls teams of the same major activity).  
  
Example: Tennis = 8% boys and 8% girls  
                    one coach receives  
                    3/4 of 16% = 12%
9. Industrial Arts/Industrial Education and Agriculture teachers will be assigned to supplemental duties by mutual agreement between the building administrator and the employee to be paid as Minority Activity Supervisor at eight percent (8%).
10. High School Athletic Directors will be employed twelve months and will be paid 12/10 of the annual salary.
11. An eight (8) member committee, four (4) appointed by L.C.T.A. and four (4) appointed by the Superintendent, shall be established to review, study and recommend a revised supplement schedule for consideration for the 1994-95 school year. Recommendation must be submitted to the Superintendent and the L.C.T.A. prior to March 1, 1994.

## 1993-94 SUPPLEMENT CODES

Suppl Code	Supplement Title	%	\$ Value
1	High School Head Football Coach	12	\$ 2,101.80
2	High School Band Director	15	2,627.25
3	High School Chorus Director	15	2,627.25
4	High School Athletic Director	15	2,627.25
5	High School Basketball Coach - Boys	12	2,101.80
5	High School Basketball Coach - Girls	12	2,101.80
6	High School Baseball Coach	12	2,101.80
7	High School Head Cheerleader	12	2,101.80
8	High School Band Assistant	8	1,401.20
9	High School Chorus assistant	8	1,401.20
10	Industrial Arts - MS/HS	8	1,401.20
11	Industrial Ed - Lively	8	1,401.20
12	Agriculture - HS/Lively/Adult Ed	8	1,401.20
13	Athletic Business Manager	8	1,401.20
14	High School Head Track - Boys	12	2,101.80
14	High School Head Track - Girls	12	2,101.80
15	High School Basketball Assistant - Boys	6	1,050.90
16	High School Basketball Assistant - Girls	6	1,050.90
17	Gretchen Everhart Student Activity Director	8	1,401.20
18	High School Head Soccer Coach - Boys	12	2,101.80
18	High School Head Soccer Coach - Girls	12	2,101.80
19	Middle School Band Director	8	1,401.20
20	Middle School Chorus Director	8	1,401.20
21	High School Softball Coach	12	2,101.80
22	High School Cheerleader Assistant	6	1,050.90
23	High School Head Volleyball Coach	12	2,101.80
24	Student Productions - MS/HS	4	700.80
25	High School Head Wrestling Coach	8	1,401.20

27	ESE - Very Special Arts	4	700.80
28	Yearbook Sponsor - MS/HS	4	700.80
29	Newspaper Sponsor - MS/HS	4	700.80
30	High School Baseball Assistant Coach	6	1,050.90
31	High School Swimming Coach - Boys	8	1,401.20
31	High School Swimming Coach - Girls	8	1,401.20
32	High School Tennis Coach - Boys	8	1,401.20
32	High School Tennis Coach - Girls	8	1,401.20
33	FHSAA Activity Sponsor	2	350.30
35	High School Weightlifting Coach	8	1,401.20
37	High School Cross Country Coach - Boys	8	1,401.20
37	High School Cross Country Coach - Girls	8	1,401.20
38	TEC Representative	3	525.45
40	High School Golf Coach - Boys	8	1,401.20
40	High School Golf Coach - Girls	8	1,401.20
41	High School Junior/Senior Class Sponsor	4	700.80
42	Student Government Sponsor	4	700.80
44	Academic Coach - Middle School	20	
44	Academic Coach - High School	30	
45	Department Chair/Team Leader	2-9	
46	High School Football Assistant Coach	10	1,751.50
48	Middle School Activity Director	12	2,101.80
49	High School Volleyball Assistant Coach	6	1,050.90
50	High School Softball Assistant Coach	6	1,050.90
52	Special Olympics Supervisor	8	1,401.20
53	High School Soccer Assistant Coach - Boys	6	1,050.90
53	High School Soccer Assistant Coach - Girls	6	1,050.90
54	Middle School Soccer Assistant Coach - Boys	4	700.80
54	Middle School Soccer Assistant Coach - Girls	4	700.80
55	Middle School Basketball Coach - Boys	4	700.80

55	Middle School Basketball Coach - Girls	4	700.80
56	Middle School Volleyball Coach - (Coed)	4	700.80
57	Middle School Head Cheerleader	4	700.80
64	Middle School Golf Coach - Coed)	4	700.80
65	Middle School Track Coach - Boys & Girls	4	700.80
66	Middle School Softball Coach - Boys & Girls	4	700.80
67	High School Brain Bowl Coach	4	700.80
68	Future Educators of America	4	700.80
69	Site Facilitator	2	350.30
70	Site Facilitator	3	525.45
71	TQE (Total Quality Education) Chair	3	350.30
72	Elementary Student Production/Academic Coach	2	350.30
73	Elementary Government Sponsor	2	350.30
74	Honor Society	4	700.80
75	Diving Coach	4	700.80

## APPENDIX C

### SCHOOL BOARD OF LEON COUNTY TEACHER GRIEVANCE FORM

NAME \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ SCHOOL \_\_\_\_\_

A. Date cause of grievance occurred: \_\_\_\_\_

B. Relates to following article(s) of contract:

\_\_\_\_\_

C. Statement of Grievance:

D. Relief Sought:

\_\_\_\_\_  
Signature Date

E. Disposition of Immediate Supervisor:

\_\_\_\_\_  
Signature Date

cc: Immediate Supervisor, Grievant, Association,  
Director of Employee Relations and Benefits

## 1993-94 SCHOOL CALENDAR

ADOPTED: 3/9/93

1993-94 SCHOOL CALENDAR

AUGUST							SEPTEMBER							OCTOBER							NOVEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7					1	2	3	4							11/6									
8	9	10	11	12	13	14	5	6	7	8	9	10	11		3	4	5	6	7	8	9	10	11	12	13	14	15			
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	17	18	19	20	21	22	23			
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30										
														21	22	23	24	25	26	27	28	29	30							
DECEMBER							JANUARY							FEBRUARY							MARCH									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	S	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	2	3	4	5	6	7	8	6	7	8	9	10	11	12	9	10	11	12	13	14	15			
8	9	10	11	12	13	14	9	10	11	12	13	14	15	13	14	15	16	17	18	19	16	17	18	19	20	21	22			
15	16	17	18	19	20	21	16	17	18	19	20	21	22	20	21	22	23	24	25	26	23	24	25	26	27	28	29			
22	23	24	25	26	27	28	23	24	25	26	27	28	29	27	28	29	30	31												
29	30	31					30	31																						
APRIL							MAY							JUNE							JULY									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	S	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	5	6	7	8	9	10	11	8	9	10	11	12	13	14			
8	9	10	11	12	13	14	8	9	10	11	12	13	14	12	13	14	15	16	17	18	15	16	17	18	19	20	21			
15	16	17	18	19	20	21	15	16	17	18	19	20	21	19	20	21	22	23	24	25	22	23	24	25	26	27	28			
22	23	24	25	26	27	28	22	23	24	25	26	27	28	26	27	28	29	30	31											
29	30	31					29	30	31																					

- \* - 4-Day Summer Workweek
- \*\* - State Common Instruction Days
- ① - End First Semester

- B - Student Day
- T - Teacher Day - Students Out
- A - Administrative Day - Students/Teachers Out
- H - District Wide Holiday

- W - In-service/Conference Planning Day
- (7) - Assembly Test their Day - Students Out
- 8 - Summer Student Day
- 10 - Early Release/Parent Conference/In-service

# APPENDIX E

## LEON COUNTY SCHOOLS TEACHER ASSESSMENT PART I

NAME \_\_\_\_\_ SCHOOL/LOCATION \_\_\_\_\_ ACADEMIC YEAR \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ PERIOD COVERED: FALL \_\_\_\_\_ SPRING \_\_\_\_\_ OTHER \_\_\_\_\_

ASSESSMENT PROCEDURE USED: OBSERVATION \_\_\_\_\_ OTHER (Specify) \_\_\_\_\_

SPECIAL STRENGTHS AND CONTRIBUTIONS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OVERALL EVALUATION: SATISFACTORY \_\_\_\_\_ UNSATISFACTORY \_\_\_\_\_

ASSESSMENT AREA	CONCEPTS	SATISFACTORY DEMONSTRATED	NOT APPLICABLE	AREA FOR DEVELOPMENT	NOT SATISFACTORY DEMONSTRATED
Area 1	PLANNING FOR INSTRUCTION				
1.1	Analysis Content				
1.2	Relates Content to Student Needs				
1.3	Plans for Instruction				
Area 2	DELIVERING INSTRUCTION				
2.1	Uses Time Effectively				
2.2	Reveals Subject Matter				
2.3	Makes Time Attractive				
Area 3	PRESENTING INSTRUCTION				
3.1	Lesson Management				
3.2	Concept Treatment				
Area 4	COMMUNICATING WITH STUDENTS				
4.1	Uses Communication Techniques				
4.2	Responds to Student Talk				
4.3	Directs Student Work/Activities				
Area 5	MANAGING STUDENT BEHAVIOR				
5.1	Manages/Enforces Rules				
5.2	Monitors Student Behavior				
5.3	Responds to Inappropriate Behavior				
5.4	Praises Behavior				
Area 6	EVALUATION				
6.1	Relates Evaluation to Instructional Objectives				
6.2	Grades Objectively				
6.3	Utilizes Test Data				
6.4	Prepares for Testing				
6.5	Administers Tests				
Area 7	PROFESSIONAL RESPONSIBILITIES				
7.1	Communicates Effectively with Others				
7.2	Maintains Positive Classroom Climate				
7.3	Meets Special Needs of Individuals of Students				
Area 8	DEMONSTRATES PROFESSIONAL SELF-DEVELOPMENT				
Area 9	MEETS OTHER PROFESSIONAL ASS				

IMPROVEMENT NOTICE ATTACHED

YES  
☐

NO  
☐

PERSON COMPLETING FORM \_\_\_\_\_ DATE \_\_\_\_\_

EVALUATOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(Does not necessarily imply agreement)

\* NOTE: A minimum of two concepts or areas must be selected each year for professional growth.

White: Personnel Yellow: Principal Pink: Teacher

# APPENDIX F

## LEON COUNTY SCHOOLS TEACHER ASSESSMENT PART III

### IMPROVEMENT NOTICE

NAME \_\_\_\_\_ SCHOOL/LOCATION \_\_\_\_\_ ACADEMIC YEAR \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ PERIOD COVERED \_\_\_\_\_

PERSON COMPLETING FORM \_\_\_\_\_ DATE \_\_\_\_\_

1. Description of unsatisfactory performance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Improvement desired \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Assistance to be provided \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Prescribed time limits \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Teacher comments (optional) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR'S SIGNATURE \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_



## APPENDIX G

### Leon District Schools Payroll Dates for 1993-94

10 MONTH PAY PLAN	12 MONTH PAY PLAN
September 10, 1993	September 7, 1993
October 8, 1993	September 30, 1993
November 4, 1993	October 29, 1993
December 6, 1993	November 30, 1993
January 13, 1993	December 17, 1993
February 10, 1994	January 31, 1994
March 10, 1993	February 28, 1993
April 12, 1994	March 25, 1994
May 10, 1994	April 29, 1994
June 6, 1994	May 31, 1994
	June 30, 1994
	July 1994

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